

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAB PRODUCE, INC.

Plaintiff

v.

Civil Action No. 1:08-CV-01899

Hon. Milton I. Shadur

BIMEX, INC. a/t/a

Roselle International Food Market, et al.

Defendants.

STIPULATION AND ORDER

Plaintiff, JAB Produce, Inc., and Defendants, Bimex, Inc. a/t/a Roselle International Food Market, and Zbigniew Kruczalak, by and through their respective undersigned attorneys and authorized representatives, hereby stipulate and agree to settle this matter on the terms set forth below, and the Court hereby approves this Stipulation and enters the Order thereon.

1. Plaintiff is a trust creditor under the provisions of the Perishable Agricultural Commodities Act, 7 U.S.C. 499e(c), against defendants, Bimex, Inc. a/t/a Roselle International Food Market and Zbigniew Kruczalak, on a debt in the amount of \$8,205.00, plus prejudgment interest at the rate of 18% per annum, plus reasonable attorney's fees.

2. Defendant Bimex, Inc. a/t/a Roselle International Food Market, shall pay to Plaintiff the principal sum of \$6,000.00, in four, equal monthly payments of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), beginning June 6,

2008, receipt of which is a condition precedent to Plaintiff entering into this settlement, and continuing thereafter on July 1, 2008, August 1, 2008, and September 1, 2008, until the principal sum of \$6,000.00 is paid in full, by cash, wire transfer, or personal check payable to JAB Produce, Inc. and tendered to JAB Produce, Inc., Attn: Steve Serck, 2404 S. Wolcott Avenue, Unit 23, Chicago, Illinois 60608-5343.

3. To secure the payment of the settlement amount of \$6,000.00, defendants Bimex Inc. a/t/a Roselle International Food Market and Zbigniew Kruczalak have executed a Joint Motion for Entry of Consent Judgment, which will be held in escrow by the attorneys for the Plaintiff unless there is a default as set forth below in paragraph 4. (A copy of the Joint Motion for Entry of Consent Judgment and Consent Judgment are attached.)

4. If there is a default in the payment of any of the installment payments referenced in paragraph two (2), which is not cured, the aforesaid principal debt in the amount of \$8,250.00, plus interest, or any balance that may appear to be unpaid thereon, together with all costs and reasonable attorney's fees to collect the sum due (including those incurred in any proceedings to determine additional costs and fees) (hereafter "the Debt"), shall, at the option of the Plaintiff, thereupon become immediately due and payable, and Plaintiff, upon the filing of an affidavit as to such default by Plaintiff with the Court with a copy thereof to defendants Bimex, Inc. and Zbigniew Kruczalak, and a copy thereof to defendants' counsel, shall be entitled to file the previously executed Joint Motion for Entry of Consent Judgment and obtain a Consent Judgment against

defendants Bimex, Inc. and Zbigniew Kruczalak, under the trust provisions of the Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c) for the full amount of the debt due and owing.

5. Notwithstanding anything to the contrary herein, should defendants default in any obligation hereunder, plaintiff shall notify defendants Bimex, Inc. and Zbigniew Kruczalak, and their counsel, of the first such default and defendants will have until 5:00 p.m. on the third business day following receipt of such notice to cure such default. Notice of any default will be made in writing and shall be considered given if such notice is faxed to defendants' counsel at (312) 422-8001, or sent via overnight delivery to defendants' counsel c/o Latimer LeVay Jurasek LLC, 55 W. Monroe Street, Suite 1100, Chicago, Illinois 60603, with such notice to be effective upon delivery. The parties hereby agree that no notice is required nor will an opportunity to cure be afforded if more than one (1) default in payment occurs.

6. Nothing herein, including the installment nature of the payments being made hereunder, shall be deemed, interpreted or otherwise construed as an extension of credit by the Plaintiff to Defendants, or as a waiver of the Plaintiff's rights under the statutory trust provision of the Perishable Agricultural Commodities Act (PACA), 7 U.S.C. §499e(c). Plaintiff's rights under this Stipulation And Order are in addition to its rights under said trust provision.

7. Upon receipt of the full payment of \$6,000.00, in accordance with the terms set forth herein, Plaintiff shall prepare and file a Notice of Dismissal with this Court with respect to defendants Bimex, Inc. and Zbigniew Kruczalak, and

provide these defendants with a full release of all liability in a form acceptable to their counsel.

Dated this 9th day of June, 2008.

IT IS SO STIPULATED.

LATIMER LeVAY JURASEK

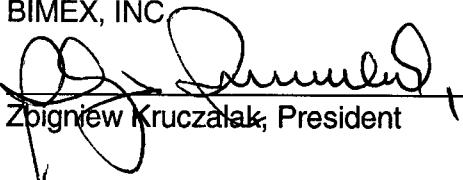

Cary R. Latimer, #6243333
55 W. Monroe Street, 11th Floor
Chicago, Illinois
(312) 422-8000
Counsel for Defendants
Bimex Inc. and
Zbigniew Kruczalak

McCARRON & DIESSE

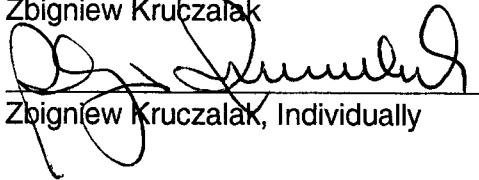

Mary Jean Fassett, #9078552
4900 Mass. Ave., NW #310
Washington, D.C. 20016
(202) 364-0400

and

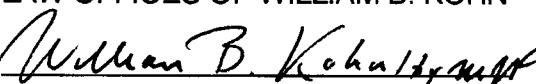
BIMEX, INC.


Zbigniew Kruczalak, President

Zbigniew Kruczalak


Zbigniew Kruczalak, Individually

LAW OFFICES OF WILLIAM B. KOHN


William B. Kohn, #6196142 *with permission*
150 North Wacker Drive, Ste. 1400
Chicago, IL 60606
(312) 553-1200

Counsel for Plaintiff

IT IS SO ORDERED this _____ day of _____, 2008.

United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAB PRODUCE, INC. :

Plaintiff :

v. :

Civil Action No. 1:08-CV-01899

Hon. Milton I. Shadur

BIMEX, INC. a/t/a :

Roselle International Food Market, et al. :

Defendants. :

JOINT MOTION FOR ENTRY OF CONSENT JUDGMENT

Plaintiff, JAB Produce, Inc., by and through its undersigned attorney, and defendants, Bimex, Inc. a/t/a Roselle International Food Market, and Zbiginiew Kruczalak, by and through their undersigned attorneys, pursuant to the Stipulation and Order filed June 6, 2008, hereby jointly move the Court to enter a Consent Judgment against these defendants in the form attached hereto.

Dated this _____ day of June, 2008.

LATIMER LeVAY JURASEK

McCARRON & DIES

Cary R. Latimer, # _____
55 W. Monroe Street, 11th Floor
Chicago, Illinois
(312) 422-8000
Counsel for Defendants
Bimex Inc. and
Zbigniew Kruczalak

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and

BIMEX, INC.

Zbigniew Kruczak, President

Zbigniew Kruczalak

Zbigniew Kruczalak, Individually

LAW OFFICES OF WILLIAM B. KOHN

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Counsel for Plaintiff

IN THE UNITED STATES DISTRICT COURT
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JAB PRODUCE, INC. :

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CONSENT JUDGMENT

This matter is before the Court upon an affidavit filed by plaintiff that defendants Bimex, Inc. a/t/a Roselle International Food Market and Zbigniew Kruczalak have failed to make payment in accord with the Stipulation and Order filed in this action. Pursuant to the terms of the Stipulation and Order previously filed with the Court, this Court is to enter this Consent Judgment upon the filing of an affidavit by plaintiff, which states that payment has not been made by defendants as required by the Order.

Based upon the filing of the affidavit previously noted, it is by the United States District Court for the Northern District of Illinois,

ORDERED, ADJUDGED AND DECREED that judgment is entered in favor of plaintiff, JAB Produce, Inc., and against defendants, Bimex, Inc. a/t/a Roselle International Food Market and Zbigniew Kruczalak, under the trust

provisions of the Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c), in the amount of \$8,205.00, plus interest at eighteen percent (18%) from June 25, 2007, less all payments made to plaintiff, JAB Produce, Inc., pursuant to the Stipulation and Order, plus reasonable attorney's fees as awarded by the Court upon application by JAB Produce, Inc.

United States District Judge